

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

---

**FORM 8-K**

---

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): December 10, 2018 (December 7, 2018)**

---

**Appian Corporation**

(Exact name of Registrant as Specified in Its Charter)

---

**Delaware**

(State or Other Jurisdiction  
of Incorporation)

**001-38098**

(Commission File Number)

**54-1956084**

(IRS Employer  
Identification No.)

**11955 Democracy Drive, Suite 1700, Reston, Virginia**

(Address of Principal Executive Offices)

**20190**

(Zip Code)

**Registrant's Telephone Number, Including Area Code: (703) 442-8844**

**Not Applicable**

(Former Name or Former Address, if Changed Since Last Report)

---

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company  x

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.  o

---

---

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On December 7, 2018, Appian Corporation (the “Company”) entered into a Stock Option Cancellation Agreement (the “Cancellation Agreement”) with Matthew Calkins, the Company’s Chief Executive Officer, pursuant to which the Company and Mr. Calkins agreed to cancel vested options to purchase 383,897 shares of the Company’s common stock that were granted to Mr. Calkins under the Nonstatutory Option Agreement dated as of August 12, 2016 between the Company and Mr. Calkins (the “Option Agreement”). The remaining options granted to Mr. Calkins under the Option Agreement were unaffected by the Cancellation Agreement.

Mr. Calkins entered into the arrangement with the Company in order to have equity granted to his co-founders, Messrs. Beckley, Kramer and Wilson, under the Company’s 2017 Equity Incentive Plan.

The foregoing description of the terms of the Cancellation Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Cancellation Agreement, a copy of which is attached hereto as Exhibit 10.1.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit Number	Description
<a href="#">10.1</a>	<a href="#">Stock Option Cancellation Agreement, dated December 7, 2018, between Appian Corporation and Matthew Calkins.</a>

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**Appian Corporation**

Date: December 10, 2018

By:

/s/ Mark Lynch

---

**Mark Lynch**  
**Chief Financial Officer**

**STOCK OPTION CANCELLATION AGREEMENT**

This Stock Option Cancellation Agreement (hereinafter "Agreement"), dated as of December 7, 2018, is made between Appian Corporation (the "Company") and Matthew Calkins (the "Optionee").

**WHEREAS**, pursuant to that certain Nonstatutory Option Agreement, dated as of August 12, 2016, between the Company and the Optionee (the "Option Agreement"), the Company granted an option to the Optionee to purchase 1,828,080 shares of Class B Common Stock ("Stock") of the Company (the "Options") upon the occurrence of certain conditions set forth in the Option Agreement, pursuant to the terms of the Appian Corporation 2007 Stock Option Plan (the "2007 Plan"); and

**WHEREAS**, all of the Options have vested as of the Effective Date; and

**WHEREAS**, in consideration of the Company granting equity awards to certain of Optionee's co-founders of the Company, Optionee has agreed to forfeit his right to purchase 383,897 shares of Stock pursuant to the Option Agreement, subject to the terms set forth herein (the "Cancelled Options").

**NOW, THEREFORE**, the Company and the Optionee agree as follows:

1. **Options Cancellation.** Notwithstanding the terms of the Option Agreement, the Optionee hereby agrees that he will no longer have the right to exercise all or any portion of the Cancelled Options. The agreement with respect to the Cancelled Options set forth in this Section 1 shall not affect the remaining Options to purchase 1,444,183 shares of Stock granted by the Company to the Optionee under the Option Agreement.

2. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Company and the Optionee and their respective successors, heirs, and legal representatives. The Optionee's signature below on this Agreement affirms that he has read and understands all provisions of this Agreement and agrees to comply with all terms hereof.

3. **Entire Agreement.** This Agreement constitutes the entire agreement between the Company and the Optionee and contains all the agreements between them with respect to the subject matter hereof; provided, however, that except to the extent set forth herein, this Agreement shall not affect any other agreements existing between the Company and the Optionee, and provided further that, notwithstanding anything to the contrary herein, the Optionee shall remain eligible to receive future equity compensation awards from the Company.

4. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia as such laws are applied to agreements between Virginia residents entered into and to be performed entirely within the Commonwealth of Virginia.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the day, month and year first set forth above.

**COMPANY:**

**Appian Corporation**

By: /s/ Christopher Winters  
Name: Christopher Winters  
Its: General Counsel & Secretary

**OPTIONEE:**

**Matthew Calkins**

By: /s/ Matthew Calkins  
Name: Matthew Calkins